

**AN ORDINANCE AUTHORIZING THE ACQUISITION OF CERTAIN PROPERTY
(Spurgeon)**

*BE IT ORDAINED BY THE SOUTH SANGAMON WATER COMMISSION, AS
FOLLOWS:*

SECTION 1: The Chairman of the Commission is authorized and directed to execute a contract, in the form attached hereto as Exhibit A with such emendations and changes as he deems appropriate, to purchase the property commonly known as the Spurgeon Property, and thereafter to carry out the contract according to its terms.

SECTION 2: This Ordinance is effective immediately.

PASSED this 23rd day of October, 2009.


CHAIRMAN

ATTEST:


Clerk

AYES: Hall, McCord, Puffer

NAYS: none

PASSED: 10/23/09

APPROVED: 10/23/09

ABSENT: none

CONTRACT TO PURCHASE REAL ESTATE

1. PARTIES. This Agreement is made and entered into as of this _____ day of 2009, by and between the Estate of Agnes E. Leach c/o Janet Kay Spurgeon, Independent Executor; Janet Kay Spurgeon, individually; Diana Rae Evans; Donna Faye Leach, Annette Peat and Rex Leach (together referred to as "Seller"), and South Sangamon Water Commission ("Buyer").

2. DESCRIPTION OF PROPERTY. Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the real estate known as +/- 0.63 acres of Vacant Agricultural Property at Leach Road in Rochester, Illinois, and legally described as:

PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 15 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED MORE PARTICULARLY AS FOLLOWS: COMMENCING AT AN IRON PIPE MARKING THE EAST ONE QUARTER CORNER OF THE AFOREMENTIONED SECTION 12, TURNING NORTH 01 DEGREES 06 MINUTES 46 SECONDS WEST ALONG THE SECTION LINE A DISTANCE OF 1284.56 FEET TO AN IRON PIPE MARKING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 15 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, SAID PIPE MARKS THE TRUE POINT OF THE BEGINNING, THENCE SOUTH 89 DEGREES 20 MINUTES 22 SECONDS WEST 20.00 FEET, THENCE NORTH 01 DEGREES 06 MINUTES 46 SECONDS WEST 1368.32 FEET TO THE SECTION LINE, THENCE SOUTH 89 DEGREES 35 MINUTES 25 SECONDS EAST 20.00 FEET TO THE NORTHEAST CORNER OF THE AFOREMENTIONED SECTION 12, THENCE SOUTH 01 DEGREES 06 MINUTES 46 SECONDS EAST ALONG THE SECTION LINE A DISTANCE OF 1367.94 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.628 ACRE, MORE OR LESS, ALL IN THE COUNTY OF SANGAMON, STATE OF ILLINOIS.

(the "Property")

3. PRICE. The purchase price shall be Twelve Thousand and 00/100 Dollars (\$ 12,000.00).

4. TITLE. Title to the Property shall be merchantable and shall be conveyed by warranty deed subject only to:

(a) Easements and zoning restrictions and covenants of record, including the Grant of Conservation and Easement dated September 24, 2004 filed with the Sangamon County Recorder of Deeds as Document Number 2004R47478 (the "Conservation Easement").

(b) Reservation of any mineral rights;

- (c) General real estate taxes levied but not yet due at closing against said premises; and
- (d) Outstanding mortgages or other liens that will be cleared at closing.

5. WARRANTY DEED RESTRICTIONS. The following provisions shall be included in the warranty deed as covenants running with the land and binding on the Buyer and Buyer's successors:

- (a) Use of the Property will be restricted to a well access road to be constructed and used by the South Sangamon Water Commission, its employees, consultants and contractors so long as the South Sangamon Water Commission or successor entity has one or more wells which are served by the road. The Property may also be used for construction, maintenance and access to utilities serving such wells, and may be used for access to their lands by owners of lands surrounding the wells served by the road.
- (b) The access road will be gated where it meets Leach Road, with appropriate signage such as "no trespassing", etc.
- (c) Unless and Buyer constructs a road on the Property, Seller may continue to use the Property for its present uses;
- (d) If the Buyer does not move forward with the water plant project, or ceases to use the access road with no plans to reinstate use of the access road, it shall notify Seller, in which case Seller shall have an option to repurchase the Property for the same amount Purchaser paid for it.
- (e) Buyer shall be responsible for any costs to Seller resulting from Buyer buying out the conservation easement or using the Property for uses inconsistent with the Conservation Easement.

6. TITLE INSURANCE. Buyer shall obtain a commitment for title insurance showing fee simple title in Seller, subject only to those matters set forth in Paragraph 4.

7. CLOSING. Closing shall take place at Springfield, Illinois, or such other place as designated by the Buyer, but, in any event, not later than sixty (60) days from the date hereof. Closing costs shall be paid by Buyer. Seller shall deliver possession of the premises to Buyer at closing. Real estate taxes, at and as of the date of the closing based upon the last ascertainable tax bill, shall have been paid.


8. REMEDIES. The sole remedies in the event of default by either party shall be specific performance or rescission of this contract at the election of the non-defaulting party; in no event shall either party be liable to the other in damages.

9. GENERAL CONDITIONS. Any notice required to be given hereunder shall be given in writing and delivered to the other party either personally or by certified mail, return

receipt requested, addressed to the party at the address of that party stated below. Time is of the essence of this agreement. This agreement shall be governed and construed under the laws of the State of Illinois. In the event a provision of this agreement is held to be void or unenforceable, the remaining provisions of this agreement shall remain in full force and effect. Any amendment to this agreement must be in writing and signed by both parties. This Contract shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of both of the parties hereto. This agreement may be executed by the parties in counterparts which, when assembled together, shall constitute the contract of the parties.

BUYER:

South Sangamon Water Commission

By: 
Del McCord, Chairman
South Sangamon Water Commission

Address:
John M. Myers, Esq.
Rabin, Myers, Schuering & Hanken, P.C.
Attorney for South Sangamon Water Commission
1300 South Eighth Street
Springfield, IL 62703

SELLER:

Estate of Agnes E. Leach

By: _____
Janet Kay Spurgeon, Independent Executor

Janet Kay Spurgeon

Address:
235 Cumberland Drive
Rochester, IL 62563

Diana Rae Evans

Address:
3143 Old 36
Alexander, Illinois 62601

Donna Faye Leach

Address:
P.O. Box 771244
Steamboat Springs, CO 80477

Annette Peat

Address:
8009 Rixey Road
King George, VA 22458

Rex Leach

Address:
Rex Leach
101 Garrison Drive
Sanford, FL 32771

ORDINANCE CERTIFICATE

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the South Sangamon Water Commission.

I do further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. 09-05, adopted by the Chairman and Board of Commissioners of said Commission on the 23rd day of October, 2009, said Ordinance being entitled:

**AN ORDINANCE AUTHORIZING THE ACQUISITION OF CERTAIN PROPERTY
(Spurgeon)**

I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Commission where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Commission this 23rd day of October, 2009.



Clerk